

# **EXHIBIT A**

**WINZONE REALTY INC.****Office: 81-15 Queens Blvd #2A Elmhurst NY 11373 Phone 718-899-7000 Fax 718-899-2000****Branch: 7405 18 Ave Brooklyn NY 11204 Phone 718-676-6611 Fax 718-676-6622****SALES BINDER**

Date: ( 07 / 30 / 2022 )

Received from purchaser \_\_\_\_\_

The sum of \$ 0 (Check/Cash) as good faith deposit to purchase the premises at

50 Rathbun Ave., Staten Island NY 10312

PURCHASE PRICE \_\_\_\_\_ (\$1,300,000)

TERMS: Cash on Signing of Contract \_\_\_\_\_ (\$150,000)

Cash at Closing \_\_\_\_\_ (\$250,000)

Mortgage from Lending Institution CitiBank (\$900,000)

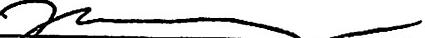
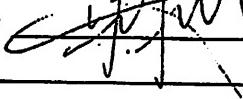
CONDITIONS: Contract to be signed on or before 08/15/2022 Title to Closing on or before \_\_\_\_\_

REMARKS: Subject to mortgage and attorney review. Home Inspection is for information only, not for negotiation.

Appliances (items included) \_\_\_\_\_

**IMPORTANT:** This "Offer to Purchase" is subject to seller's approval and is subject to a Formal Contract of Sale. Property is Sold "As is Condition" unless stated otherwise. Buyer and seller acknowledge and agree that no representations, warranties or agreements have been made with respect to the premises or the purchase price hereof other than those set forth in the agreement. Buyer and seller further agree that this agreement cannot be changed or modified in any way except by writing signed by both buyer and seller. Purchaser and Seller recognizes WINZONE REALTY INC. as the sole broker who brought about this sale. It is understood and agreed that in the event, the seller does accept this offer in writing then said good faith deposit will be delivered to the seller and buyer will proceed to complete the transaction in accordance with this sales agreement. It is further understood and agreed that this agreement is contingent upon purchaser and seller obtaining approval of this agreement by their respective attorney as to all matters contained therein. This contingency shall be deemed waived unless purchaser's or seller's attorney on behalf of their client notifies the broker in writing, of their disapproval of the agreement no later than 3 business days after full execution hereof. If purchaser's or seller's attorney so notifies, then this agreement shall be deemed canceled, null and void, and all deposits shall be returned in full to the purchaser.

I, as Purchaser(s) hereby agree to everything stated above. If the Seller also accepts everything set forth herein, I authorize WINZONE REALTY INC. to deliver the deposit to the seller, and I hereby relieve WINZONE REALTY INC. for any liability arising there from.

Purchaser Purchaser 

Purchaser Attorney Boris Nikhman

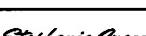
Attorney's Add. 2903 Ocean Ave., Brooklyn, NY 11235

Att. Tel#: 646-727-5016

Att. Fax#:

Selling Broker: WINZONE REALTY INC. by Amy Cao (Cell) 646-964-8888

I, as Seller(s) hereby accept everything stated above. As owner of said premises, I acknowledge receipt of the above deposit, and I also agree to pay WINZONE REALTY INC. The brokerage fee of 1.5 % of the purchase price or \$ \_\_\_\_\_ by the Bank /Certified Check, or Attorney escrow check at the time of closing. Said Brokerage fee shall be due and payable when title passes or upon willful default on the part of the seller.

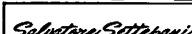
Seller dotloop verified  
07/30/22 2:44 PM PDT  
JFMD-N701-BT4U-WZVISeller dotloop verified  
07/30/22 2:45 PM EDT  
BRAY-GM57-0RTP-WXJL

Seller Attorney Daniel J. Byrnes

Attorney's Add. 4459 Amboy Rd #1 Staten Island, NY 10312

Att. Tel#: 718-967-5000

Att. Fax#:

Listing Broker: dotloop verified  
08/01/22 1:09 AM EDT  
SU3-AUTJ-QMH-VBCK

by \_\_\_\_\_

10. The following is a list of the names of the members of the Board of Directors of the Company:

Citibank Client Services 000  
PO Box 6201  
Sioux Falls, SD 57117-6201

010/R1/04F000

000  
CITIBANK, N. A.  
Account  
[REDACTED]

YI LING LU  
MR. BILLY CHUNG

Statement Period  
Jun 16 - Jul 17, 2022

Page 1 of 4

## BASIC BANKING PACKAGE AS OF JULY 17, 2022

### Relationship Summary:

Checking	\$522,865.18
Savings	\$59,320.57
Investments (not FDIC Insured)	----
Loans	----

	Balance
Checking	\$522,865.18
Regular Checking	\$522,865.18
Savings	\$59,320.57
Citibank® Savings Plus	\$59,320.57
<b>Total Checking and Savings at Citibank</b>	<b>\$582,185.75</b>

Starting August 14, 2022, the ability to redeem ThankYou Points for Online Bill Pay with Points will be discontinued. Also, on August 14, 2022, the ability to redeem points earned through a Citibank Checking Account for Travel will be discontinued unless the ThankYou account is combined with an eligible Card product. These changes will not impact future bill payments already scheduled or future trips already booked.

## SUGGESTIONS AND RECOMMENDATIONS

Effective Sunday June 19, 2022, consumer accounts will no longer be assessed an overdraft fee, a returned item/insufficient funds fee, or an overdraft protection transfer fee.

## BASIC BANKING PACKAGE FEES

Regular Checking Fees	Your Fees this Statement Period	
Monthly Service Fee*	\$12.00	Waived due to deposit balances
Fee for non-Citibank ATM transaction	\$2.50	None

\*To waive the monthly service fee, make one qualifying direct deposit and one qualifying bill payment during the statement period, or maintain \$1,500+ in qualifying linked deposit accounts for the previous calendar month. Qualifying bill payments are those made using Citibank Online, Citi Mobile or Citiphone Banking.

All fees assessed in this statement period, including non-Citibank ATM fees, will appear as charges on your next Citibank monthly statement (to the account that is currently debited for your monthly service fee).

Please refer to your Client Manual-Consumer Accounts and Marketplace Addendum booklet for details on how we determine your monthly fees and charges.

[REDACTED]

TYING LU  
MR. BILLY CHUNG

Account [REDACTED]

Page 2 of 4  
Statement Period - Jun 16 - Jul 17, 2022

010/R1/04F000

### CHECKING ACTIVITY

#### Regular Checking

Date	Description	Amount Subtracted	Amount Added	Balance
06/23	Mobile Deposit	1,380.00		521,163.28
[REDACTED]				
	Total Subtracted/Added	3,177.78		6,259.68
<i>All transaction times and dates reflected are based on Eastern Time. Transactions made on weekends, bank holidays or after bank business hours are not reflected in your account until the next business day.</i>				

### SAVINGS ACTIVITY

#### Citibank® Savings Plus

Date	Description	Amount Subtracted	Amount Added	Balance
07/11	Mobile Deposit	211.30		59,319.01
[REDACTED]				

### CUSTOMER SERVICE INFORMATION

#### IF YOU HAVE QUESTIONS ON:

Checking  
Savings / Money Market

#### YOU CAN CALL:

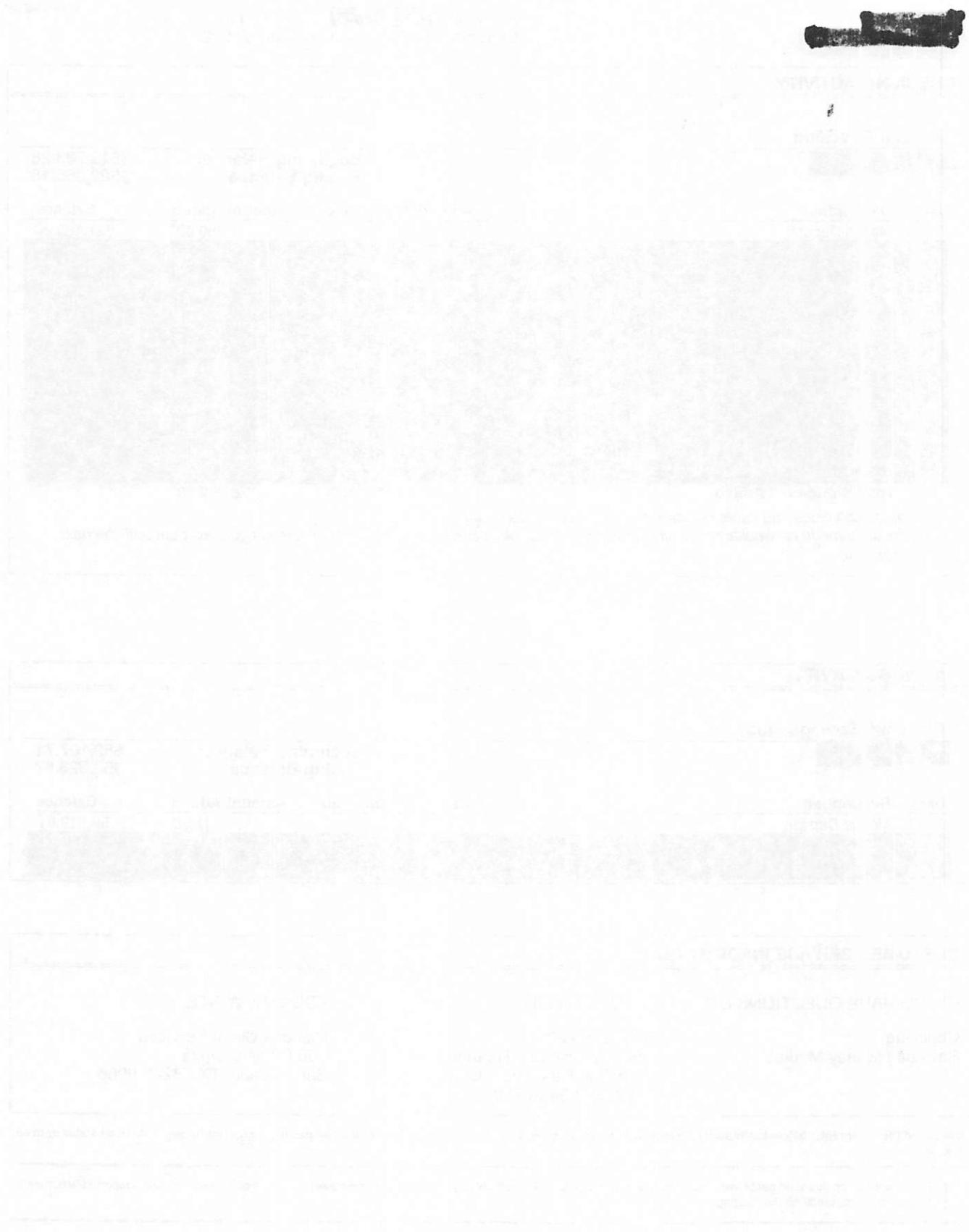
888-248-4226  
(For Speech and Hearing  
Impaired Customers Only  
TTY: 800-945-0258)

#### YOU CAN WRITE:

Citibank Client Services  
100 Citibank Drive  
San Antonio, TX 78245-9966

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.



[REDACTED]  
YI LING LU  
MR BILLY CHUNG

Account [REDACTED] Page 3 of 4  
Statement Period - Jun 16 - Jul 17, 2022

010/R1/04F000

**CHECKING AND SAVINGS**

**FDIC Insurance:**

Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

**IN CASE OF ERRORS**

**In Case of Errors or Questions About Your Electronic Fund Transfers:**

If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You are entitled to remedies for error resolution for an electronic fund transfer in accordance with the Electronic Fund Transfer Act and federal Regulation E or in accordance with laws of the state where your account is located as may be applicable. See your Client Manual for details.

**Give us the following Information:** (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The following special procedures apply to errors or questions about international wire transfers or international Citibank Global Transfers to a recipient located in a foreign country on or after October 28, 2013: Telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you within 180 days of the date we indicated to you that the funds would be made available to the recipient of that transfer. At the time you contact us, we may ask for the following information: 1) your name, address and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number and/or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer in an amount necessary to resolve the error for those cases where bank error is found). We will determine whether an error has occurred within 90 days after you contact us. If we determine that an error has occurred, we will promptly correct that error in accordance with the error resolution procedures under the Electronic Fund Transfer Act and federal Regulation E or in accordance with the laws of the state where your account is located as may be applicable. See your Client Manual for details.

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Citibank is an Equal Housing Lender.



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YI LING LU  
MR BILLY CHUNG

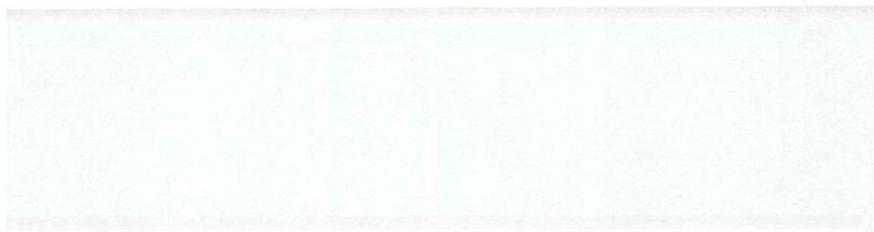
Account [REDACTED] Page 4 of 4  
Statement Period - Jun 16 - Jul 17, 2022

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## Pre Approv...



Loan # 4789551167

April 27, 2022

Billy Chung and Yiling Lu  
166 Bay 43rd St Fl2  
Brooklyn, NY 11214

Dear Billy Chung and Yiling Lu

Congratulations, based upon the information you provided, your mortgage application is conditionally approved<sup>1</sup> for the loan outlined below. Once you have found your dream home, notify your Home Lending Officer right away.

**Details of your transaction:**

<b>Property Address:</b>	No Property Address Staten Island, NY 10309
<b>Property Type:</b>	One Family
<b>Mortgage Amount:</b>	\$680,000.00
<b>Sales Price/Estimated Value:</b>	\$850,000.00
<b>Mortgage Type:</b>	Conventional
<b>Mortgage Product:</b>	30 Year FRM Agency Jumbo
<b>Interest Rate:</b>	4.000%
<b>Discount Points (Points):</b>	0.875%
<b>Term:</b>	360 months
<b>Rate Commitment Option:</b>	60 Day Float <sup>2</sup>
<b>ARM Margin:</b>	

Thank you for choosing Citibank and providing us the opportunity to serve you. If you have any questions regarding any of the above information, please call me at (646)267-7799.

Sincerely,

Ngoc Linh Lee  
NMLS # 2041415

<sup>1</sup> Your approval is conditioned on you submitting the information and documentation itemized in the Borrower's Checklist appended to this conditional approval letter, and on our underwriter's satisfactory review of all documentation and information you provide. If you have applied for an FHA or VA Loan, your approval is contingent upon meeting FHA/VA requirements. For TTY services, dial 711 from the United States or 1-866-280-2050 from Puerto Rico.

<sup>2</sup> Floating Rate/Right to Requalify: - Your interest rate is not locked and may increase when you lock the rate. We reserve the right to requalify you and cancel your approval if you do not qualify at the rate in effect (1) at the time we underwrite you for a Credit and Income Commitment or, (2) if you do not obtain a Credit and Income Commitment before providing the sales contract, at the time you lock your rate.



[REDACTED]



**DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS**  
**P.O. Box 619063 • Dallas, TX 75261-9063**

5-811-21821-0003624-001-1-000-010-000-000



 HENRY DOIBAN  
STEPHANIE GREGG  
C/O FAZZIO LAW OFFICES  
5 MARINE VIEW PLZ STE 218  
HOBOKEN NJ 07030-5722

**Bankruptcy Message**

**Our records show that either you are a debtor in bankruptcy or you discharged personal liability for your mortgage loan in bankruptcy.**

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, write to us.

## **Important Messages**

**\*Partial Payments:** Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

## **Additional Messages**

**Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments, and payment deferment. Visit our website [www.shelfpointmtg.com](http://www.shelfpointmtg.com) or call us at 866-825-2174 to see if you qualify.**

**For questions regarding the servicing of your loan, please contact us at  
800-365-7107 Monday-Friday 8:00AM-9:00PM, and Saturday  
10:00AM-2:00PM.**

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at [www.shelbyplumbing.com](http://www.shelbyplumbing.com) or request a copy to be mailed to you by calling us at 800-385-7107.

**For Information about your payments, total amount due, and any additional payment history, see reverse side.**

**Detach and return with payment.**

**Account History\*\***

### **Recent Account History**

- o Payment due 03/01/22: unpaid balance of \$389,749.64
  - o Payment due 04/01/22: unpaid balance of \$4,097.15
  - o Payment due 05/01/22: unpaid balance of \$4,097.15
  - o Payment due 06/01/22: unpaid balance of \$4,119.89
  - o Payment due 07/01/22: unpaid balance of \$4,119.89
  - o Payment due 08/01/22: unpaid balance of \$4,119.89
  - o Payment due 09/01/22: current payment due

**Total:** \$414,423.59 unpaid amount that, if paid, would

**If You Are Experiencing Financial Difficulty:** See back for information about mortgage counseling or assistance.

about mortgage counseling or assistance.



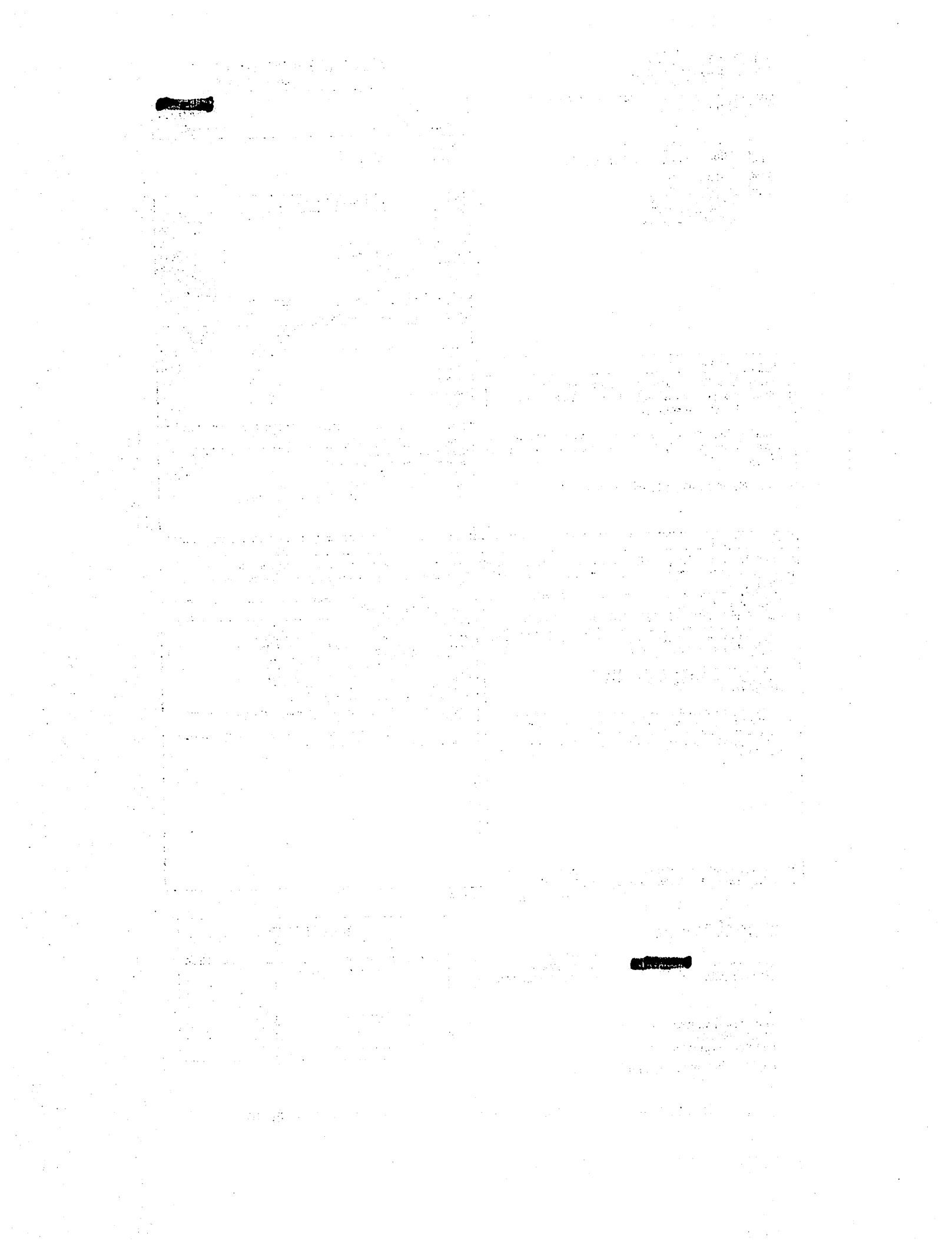
**Loan Number:**  
**HENRY DOIBAN**

**Property Address:**  
**50 RATHBUN AVE**  
**STATEN ISLAND NY 10312**

**SHELLPOINT MORTGAGE SERVICING  
PO BOX 740039  
CINCINNATI OH 45274-0039**

<b>Payment Amount</b>	
<b>Payment Date</b>	09/01/2022
<b>Payment Amount</b>	\$414,423.50
Please write clearly inside space provided	
Payment Amount	\$
Additional Principal	\$
Late / Other Charges	\$
Additional Escrow	\$
<b>Total Amount Enclosed</b> <small>(Please do not send cash)</small>	\$

0100171324670001235967004119A900041221906806082433080133081162



**Transaction Activity (07/18/2022 - 08/17/2022)**

Date	Description	Charges	Payments
07/26/2022	Filing Cost Disbursement	\$250.00	\$0.00
07/26/2022	Recording Cost Disbursement	\$250.00	\$0.00
07/26/2022	FC Costs Disbursement	\$1,397.96	\$0.00
07/26/2022	Title Cost Disbursement	\$81.66	\$0.00
		\$282.50	\$0.00

**FILED: RICHMOND COUNTY CLERK 01/03/2020 06:02 PM**  
NYSCEF DOC. NO. 216

INDEX NO. 135386/2013  
RECEIVED NYSCEF: 01/03/2020

# EXHIBIT O

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF RICHMOND

NATIONSTAR MORTGAGE LLC,

X Index No. 135386/2013

Plaintiff

**REFEREE'S OATH**

-against-

HENRY DOIBAN; STEPHANIE GREGG;  
WASHINGTON MUTUAL BANK, FA; NEW YORK  
CITY ENVIRONMENTAL CONTROL BOARD;  
NEW YORK CITY PARKING VIOLATIONS  
BUREAU; NEW YORK CITY TRANSIT  
ADJUDICATION BUREAU,

Defendants

X

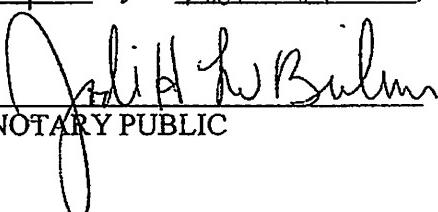
STATE OF NEW YORK,  
COUNTY OF RICHMOND

I, Ian Berliner, Esq., the Referee, appointed by an Order of this Court, entered July 2, 2019 to ascertain and compute the amount due to plaintiff for principal, interest and other charges due upon the Note and Mortgage upon which this action was brought, and to examine and report whether the Mortgaged Premises, 50 Rathbun Avenue, Staten Island, New York 10312, can be sold in parcels, do solemnly swear that I will faithfully and fairly determine the questions so referred to me, and make a just and true report hereon according to the best of my understanding and as the said Order requires.



Ian Berliner, Esq.  
REFEREE

Sworn to before me this  
day of January, 2019

  
NOTARY PUBLIC

JODI H LEV-BERLINER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02LE6036768  
Qualified In Richmond County  
My Commission Expires February 07, 2022

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF RICHMOND

NATIONSTAR MORTGAGE LLC,

X Index No. 135386/2013

Plaintiff  
-against-

**REFEREE'S REPORT OF  
AMOUNT DUE**

HENRY DOIBAN; STEPHANIE GREGG;  
WASHINGTON MUTUAL BANK, FA; NEW YORK  
CITY ENVIRONMENTAL CONTROL BOARD;  
NEW YORK CITY PARKING VIOLATIONS  
BUREAU; NEW YORK CITY TRANSIT  
ADJUDICATION BUREAU,

Defendants

X TO THE SUPREME COURT:

Pursuant to an Order of this Court entered July 2, 2019 (hereinafter referred to as "Order"), whereby I, Ian Berliner, Esq., was appointed as Referee to compute and ascertain the amount due to the named Plaintiff's assignee, U.S. Bank National Association., not in its individual capacity but solely as Trustee for the NRZ Pass-Through Trust VIII-B (hereinafter referred to as "NRZ"), upon the Note and Mortgage on which this action was brought, and to examine and report whether the Mortgaged Premises, 50 Rathbun Avenue, Staten Island, New York 10312 (hereinafter referred to as "Mortgaged Premises"), can be sold in parcels;

I, Ian Berliner, Esq., the Referee named in said Order, do Report as follows:

1. I was first duly sworn, faithfully and fairly to hear and determine the questions herein referred to me as the case requires.

2. In making the following determinations I was presented, and personally reviewed, the documents attached as Schedule B.

3. NRZ presented evidence in the form of a duly sworn Affidavit of Merit and Amounts Due, executed by Talya Harris, a Document Execution Associate of Nationstar Mortgage

LLC d/b/a Mr. Cooper, attorney-in-fact for the named Plaintiff's assignee, U.S. Bank National Association., not in its individual capacity but solely as Trustee for the NRZ Pass-Through Trust VIII-B. I have reviewed the Affidavit of Merit and Amounts Due and have determined that it is sufficient and valid. I have computed and ascertained the amount due Plaintiff upon the said Note and Mortgage, and I find, and accordingly report, that there is due to NRZ on the said Note and Mortgage, as of July 22, 2019, the total sum of \$594,931.82, which includes interest to July 22, 2019, and all other total advances, costs and expenses, all as more fully set forth in Schedule A attached hereto.

4. Further, in said Affidavit the affiant attests to ownership of the subject note and mortgage securing the note and establishes the chain of title from the inception of the loan to date.

5. NRZ is entitled to recover accrued interest per diem, as well as, its advances, taxes, costs, and expenses through to date of closing of title of the referee's sale in this action. In addition, I have determined that NRZ is entitled to recover its legal expenses, including attorneys' fees, with respect to Defendant's default on the Mortgage and the instant action. The amount of said legal expenses to be recovered by NRZ is to be set by the Court upon the application by NRZ for entry of final judgment of foreclosure and sale.

*The remainder of this page is intentionally left blank.*

6. I have examined the circumstances and advisability of selling the Mortgaged Premises in parcels. Due to the manner in which the Mortgaged Premises is situate upon the plot, the size of the plot and because there is a building thereon, I have determined that the same cannot be divided into parcels and therefore must be sold as one parcel. Further, I have reviewed the Mortgage and it clearly states that in the event of foreclosure the premises shall be sold in one parcel.

Dated: November 1, 2019



Ian Berliner, Esq.  
REFEREE

**SCHEDULE A**

Description	Amount
Unpaid Principal Balance	\$428,311.68
Interest From August 1, 2013 to July 22, 2019 (Calculation provided below)	\$93,288.35
Tax Disbursements	\$50,825.79
Insurance Disbursements	\$21,800.00
Property Inspections	\$706.00
<b>Total Amount Due</b>	<b>\$594,931.82</b>

**INTEREST BREAKDOWN**

Interest is due for the time period of August 1, 2013 to July 22, 2019. As interest was charged at a variable rate which adjusted biannually, monthly/daily interest was charged at the appropriate rate based on the rate changes agreed upon in the Note. A detailed breakdown of the interest charged to this loan is annexed hereto as Schedule 1.

**SCHEDULE 1**

August 1, 2013 to April 30, 2014: 9 months and 0 days at 4.750% = \$15,258.60

Per Mensem: \$1,695.40

Per Diem: \$55.7392

May 1, 2014 to October 31, 2015: 18 months and 0 days at 2.625% = \$16,864.74

Per Mensem: \$936.93

Per Diem: \$30.8032

November 1, 2015 to April 30, 2016: 6 months and 0 days at 2.750% = \$5,889.30

Per Mensem: \$981.55

Per Diem: \$32.2701

May 1, 2016 to October 31, 2016: 6 months and 0 days at 3.125% = \$6,692.40

Per Mensem: \$1,115.40

Per Diem: \$36.6705

November 1, 2016 to April 30, 2017: 6 months and 0 days at 3.500% = \$7,495.44

Per Mensem: \$1,249.24

Per Diem: \$41.071

May 1, 2017 to October 31, 2017: 6 months and 0 days at 3.625% = \$7,763.16

Per Mensem: \$1,293.86

Per Diem: \$42.5378

November 1, 2017 to April 30, 2018: 6 months and 0 days at 3.750% = \$8,030.82

Per Mensem: \$1,338.47

Per Diem: \$44.0046

May 1, 2018 to October 31, 2018: 6 months and 0 days at 4.750% = \$10,172.40

Per Mensem: \$1,695.40

Per Diem: \$55.7392

November 1, 2018 to July 22, 2019: 8 months and 21 days at 4.875% = \$15,121.49

Per Mensem: \$1,740.02

Per Diem: \$57.206

Therefore, the total interest over the aforementioned period is equal to \$93,288.35.

**SCHEDULE B**

**LIST OF DOCUMENTARY EVIDENCE SUBMITTED  
TO REFEREE BY PLAINTIFF**

- 
1. Copy of Order Appointing Referee to Compute.
  2. Affidavit of Merit and Amounts Due executed by Talya Harris, a Document Execution Associate of Nationstar Mortgage LLC d/b/a Mr. Cooper, attorney-in-fact for the named Plaintiff's assignee, U.S. Bank National Association., not in its individual capacity but solely as Trustee for the NRZ Pass-Through Trust VIII-B (hereinafter "Harris Affidavit").
  3. Note received in evidence containing all the provisions, recitals and other matters alleged in the complaint. See **Exhibit A** of Harris Affidavit.
  4. Mortgage received in evidence containing all the provisions, recitals and other matters alleged in the complaint. See **Exhibit B** of Harris Affidavit.
  5. Assignments of Mortgage received in evidence containing all the provisions, recitals and other matters alleged in the complaint. See **Exhibit C** of Harris Affidavit.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF RICHMOND

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**X****NATIONSTAR MORTGAGE LLC,****Index No. 135386/2013****Plaintiff**  
-against-**AFFIDAVIT OF MERIT AND  
AMOUNTS DUE**

HENRY DOIBAN; STEPHANIE GREGG;  
WASHINGTON MUTUAL BANK, FA; NEW YORK  
CITY ENVIRONMENTAL CONTROL BOARD;  
NEW YORK CITY PARKING VIOLATIONS  
BUREAU; NEW YORK CITY TRANSIT  
ADJUDICATION BUREAU,

**Mortgaged Premises**  
50 Rathbun Avenue  
Staten Island, New York 10312

**Block: 5704**  
**Lot: 37**

**Defendants**

---

**X****STATE OF TEXAS**

)

**COUNTY OF DENTON**)  
ss.  
)

Talya Harris, being duly sworn, deposes and says:

1. I am employed as a Document Execution Associate by Nationstar Mortgage LLC d/b/a Mr. Cooper (hereinafter "Nationstar"), the servicer of the mortgage loan that is the subject of this action (the "Mortgage Loan") and attorney-in-fact for the named Plaintiff's assignee, U.S. Bank National Association., not in its individual capacity but solely as Trustee for the NRZ Pass-Through Trust VIII-B (hereinafter "NRZ"), the current holder of the Note and Mortgage. Nationstar maintains business records for the Mortgage Loan on behalf of NRZ. I have personal knowledge of the facts contained in this Affidavit of Merit and Amounts Due by virtue of my position at Nationstar, my familiarity with Nationstar's processes and based upon my review and analysis of the relevant business records and other documents of Nationstar referenced and attached herein. While many of Nationstar's processes are automated, the information manually entered by Nationstar employees relating to loans on those systems is based upon personal knowledge of the information and entered into the system at or near the time the knowledge was

acquired. These computerized records are created and maintained in the regular course of its business as a loan servicer and Nationstar relies on the records in the ordinary course to conduct its business as a loan servicer. These systems also include records of \_\_\_\_\_, the prior servicer of the mortgage loan. To the extent that the business records were created by prior holders and/or servicers of the Mortgage Loan, those records have been integrated into Nationstar's business records and are kept and relied upon as a routine and regular business practice and in the ordinary course of business conducted by Nationstar on behalf of NRZ. I am duly authorized to execute this Affidavit of Merit and Amounts Due on behalf of Nationstar in support of NRZ's application for judgment of foreclosure and sale. A copy of a Limited Power of Attorney between Nationstar and NRZ is annexed hereto.

2. I submit this Affidavit of Merit and Amounts Due based upon my own personal knowledge of how NRZ's business records are kept and maintained by Nationstar on behalf of NRZ in the course of its regularly conducted business activities, and based upon personal knowledge that I have acquired by personally reviewing the specific business records as they relate to the loan of Henry Doiban and Stephanie Gregg a/k/a Stephanie M. Gregg (hereinafter "Borrowers" or "Defendants").

3. According to the business records I have reviewed, on April 14, 2004, Borrowers executed and delivered a note to Lehman Brothers Bank, FSB, a Federal Savings Bank for the sum of \$429,000.00 with interest on the unpaid balance thereof to be computed at an initial rate of 4.750% per annum (hereinafter "Note"). The Note provided for repayment in initial monthly installments of \$2,237.87 commencing June 1, 2004 and continuing thereafter on the same date of each subsequent month until the Note was paid. Final payment, if not sooner paid, was due on May

1, 2034. A true and correct copy of the Note (containing all indorsements and allonges firmly affixed thereto) is attached hereto as **Exhibit A**.

4. As security for payment of this debt, Henry Doiban and Stephanie Gregg a/k/a Stephanie M. Gregg (hereinafter "Mortgagors") executed to Mortgage Electronic Registration Systems, Inc., MERS, as nominee for Lehman Brothers Bank, FSB, a Federal Savings Bank a mortgage of even date with said Note, and thereby mortgaged the premises commonly known as 50 Rathbun Avenue, Staten Island, New York 10312 (hereinafter "Mortgaged Premises") as collateral security for the Note. Said mortgage was recorded in the Richmond County Clerk's Office on July 28, 2004 in Reel 18535, Page 182, Document Number 62690 (hereinafter "Mortgage"). A true and correct copy of the Mortgage is attached hereto as **Exhibit B**.

5. Thereafter, the Mortgage was assigned as provided for below:

**Assignment of Mortgage (1)**

Assignor: Mortgage Electronic Registration Systems, Inc., MERS, as nominee for Lehman Brothers Bank, FSB

Assignee: Nationstar Mortgage LLC

Dated: June 14, 2013

Recorded: July 31, 2013

Land Doc No.: 489410

**Assignment of Mortgage (2)**

Assignor: Nationstar Mortgage LLC

Assignee: U.S. Bank National Association, not in its individual capacity but solely as Trustee for the NRZ Pass-Through Trust VIII-B

Dated: August 10, 2018

Recorded: September 10, 2018

Land Doc No.: 712855

**Confirmatory Assignment of Mortgage (3)**

Assignor: Nationstar Mortgage LLC

Assignee: U.S. Bank National Association, not in its individual capacity but solely as Trustee for the NRZ Pass-Through Trust VIII-B

Dated: August 27, 2018

Recorded: September 6, 2018

Land Doc No.: 712646

True and correct copies of the aforementioned assignments of Mortgage are attached hereto as

**Exhibit C.**

6. According to the business records I have reviewed and based on my knowledge of the record keeping practices of Nationstar as servicer for NRZ, following the commencement of this action, the original Note was delivered to Nationstar as servicer for NRZ on August 27, 2018. Since said delivery date, Nationstar as servicer for NRZ, has maintained continuous possession of the original Note. Therefore, NRZ is the proper party to continue the instant action.

7. The Mortgagors breached said obligation by failing to tender the installment, which became due and payable on September 1, 2013 and by failing to tender subsequent installments. By reason of the aforesaid default, the named Plaintiff elected to accelerate the Mortgage debt and declared all sums secured by thereby due and payable.

8. There is presently due and owing to NRZ the sum of: \$594,931.82.

Description	Amount
Unpaid Principal Balance	\$428,311.68
Interest From August 1, 2013 to July 22, 2019 (Calculation provided below)	\$93,288.35
Tax Disbursements	\$50,825.79
Insurance Disbursements	\$21,800.00
Property Inspections	\$706.00
<b>Total Amount Due</b>	<b>\$594,931.82</b>

9. Interest is due for the time period of August 1, 2013 to July 22, 2019. As interest was charged at a variable rate which adjusted biannually, monthly/daily interest was charged at the appropriate rate based on the rate changes agreed upon in the Note. A detailed breakdown of the interest charged to this loan is annexed hereto as Schedule 1.

10. There are no just debts, set-offs, credits or allowances due or to become due from Nationstar as servicer for NRZ, other than those set forth herein. As interest, costs and disbursements have only been calculated through July 22, 2019, any interest, escrow advances, and additional fees incurred after said date may be added to the total amount due referenced herein and will be provided to the Referee at the time of a foreclosure sale. Nationstar as servicer for NRZ reserves its right to collect such fees pursuant to the terms of the Note and Mortgage.

11. Where applicable, this loan has been reviewed for a loan modification pursuant to federal legislation.

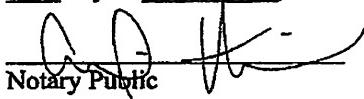
12. I have reviewed the description of the property and the Mortgage and have determined that the Mortgaged Premises consists of a single parcel with a residential building and should therefore be sold as one parcel.

**WHEREFORE**, it is respectfully requested that the relief set forth in the motion be granted in its entirety, together with such other and further relief as to this Court may deem just and proper.

Nationstar Mortgage LLC d/b/a Mr. Cooper,  
attorney-in-fact for the named Plaintiff's assignee,  
U.S. Bank National Association, not in its individual  
capacity but solely as Trustee for the NRZ Pass-  
Through Trust VIII-B

By: Talya Harris 10. 21. 2019  
Name: Talya Harris  
Title: Document Execution Associate

Sworn to before me on this  
21 day of October, 2019

  
\_\_\_\_\_  
Notary Public



**FILED: RICHMOND COUNTY CLERK 01/03/2020 06:02 PM**

INDEX NO. 135386/2013

**FILED: RICHMOND COUNTY CLERK 11/14/2019 03:30 PM**

RECEIVED NYSCEF 11/14/2019

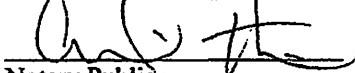
NYSCEF DOC. NO. 182

RECEIVED NYSCEF: 11/14/2019

**TO BE COMPLETED, IN ADDITION TO JURAT (ABOVE), IF EXECUTING OUTSIDE  
OF NEW YORK STATE**

STATE OF TEXAS )  
                        ) ss.  
COUNTY OF DENTON )

On the 21 day of October in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Talya Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in Lewisville, Texas [Insert the city or other political subdivision and the state or county or other place the acknowledgment was taken].

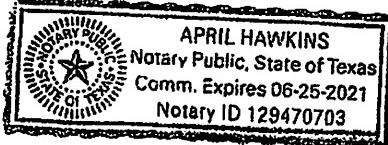


Notary Public

Personally Known  OR  
Produced Identification n/a.

Type of Identification Produced:

n/a



Firm Case No. 191804-1

**SCHEDULE 1**

August 1, 2013 to April 30, 2014: 9 months and 0 days at 4.750% = \$15,258.60

Per Mensem: \$1,695.40

Per Diem: \$55.7392

May 1, 2014 to October 31, 2015: 18 months and 0 days at 2.625% = \$16,864.74

Per Mensem: \$936.93

Per Diem: \$30.8032

November 1, 2015 to April 30, 2016: 6 months and 0 days at 2.750% = \$5,889.30

Per Mensem: \$981.55

Per Diem: \$32.2701

May 1, 2016 to October 31, 2016: 6 months and 0 days at 3.125% = \$6,692.40

Per Mensem: \$1,115.40

Per Diem: \$36.6705

November 1, 2016 to April 30, 2017: 6 months and 0 days at 3.500% = \$7,495.44

Per Mensem: \$1,249.24

Per Diem: \$41.071

**FILED: RICHMOND COUNTY CLERK 01/03/2020 06:02 PM**

INDEX NO. 135386/2013

NYSCEF DOC. NO. 216

RECEIVED NYSCEF: 01/03/2020

**FILED: RICHMOND COUNTY CLERK 11/14/2019 03:30 PM**

RECEIVED NYSCEF: 11/06/2019

NYSCEF DOC. NO. 182

May 1, 2017 to October 31, 2017: 6 months and 0 days at 3.625% = \$7,763.16

Per Mensem: \$1,293.86

Per Diem: \$42.5378

November 1, 2017 to April 30, 2018: 6 months and 0 days at 3.750% = \$8,030.82

Per Mensem: \$1,338.47

Per Diem: \$44.0046

May 1, 2018 to October 31, 2018: 6 months and 0 days at 4.750% = \$10,172.40

Per Mensem: \$1,695.40

Per Diem: \$55.7392

November 1, 2018 to July 22, 2019: 8 months and 21 days at 4.875% = \$15,121.49

Per Mensem: \$1,740.02

Per Diem: \$57.206

Therefore, the total interest over the aforementioned period is equal to \$93,288.35.